Purchase Order

Dispatch via Phone

Purchase Order	Date	Revision	Page
SPOKA-0000362943	04/06/2023		1

Payment Terms	Freight Terms	Ship Via
Net 30	FOB Destination Freight Pre-pd	Common Carrier

Buyer	Phone/Email	Currency
Leamer,Victor	vleamer@spokanecounty.org	USD

Supplier: FLOCGROU
FLOCK GROUP INC
1170 HOWELL MILL RD. NW SUITE 210
ATLANTA GA 30318

Ship To: For delivery arrangements call: 477-2240
Spokane County Sheriff
County-City Public Safety Bldg
1100 W Mallon Ave
Spokane WA 99260-0300

Attention: Not Specified

Bill To: Spokane County Sheriff
County-City Public Safety Bldg
1100 W Mallon Ave
Spokane WA 99260-0300

Tax Exempt? Y **Tax Exempt ID:** . **Ref:** P13407

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Falcon (Annual Fee)	25.00	EA	2,500.00000	62,500.00	04/06/2023
2- 1	Implementation Fee	25.00	EA	350.00000	8,750.00	04/06/2023
3- 1	FlockOS - Intermediate (Annual Fee)	1.00	EA	35,000.00000	35,000.00	04/06/2023
4- 1	Custom Scope	1.00	EA	2,000.00000	2,000.00	04/06/2023
5- 1	Sales Tax	1.00	EA	9,742.50000	9,742.50	04/06/2023

Prices per invoice (INV-13026) dated 3/31/23

Department Contact: Eric Green 406 231-1236 eegreen@spokanecounty.org

Total PO Amount 117,992.50

Deliveries: All carriers are to call ahead and provide advance notice of delivery so that delivery arrangements can be made. Call the phone number listed above in the Ship To section of this purchase order. Due to heightened security measures, access to some locations on the Spokane County Campus may be restricted or denied. Every effort will be made to accept deliveries at the location specified above, however some deliveries may be re-directed.

This purchase order is a contract, subject to Spokane County's standard purchase order conditions and the conditions, specifications, special provisions, and terms of the applicable Spokane County project number, request for quotation, Invitation to Bid, RFP, and/or RFQ. Said conditions, specifications, special provisions, and terms shall be considered incorporated into this contract by reference and, if not included with a copy or facsimile of this order, then they will be furnished by the County at Vendor's/Contractor's/Supplier's request. Performance of this contract certifies acceptance by the Vendor/Contractor/Supplier of this contract and all referenced specifications, provisions, terms and conditions. Federal excise tax exemption certification will be furnished upon request.

flock safety

INVOICE

Flock Group, Inc.
www.flocksafety.com

Invoice Number: INV-13026
Date Issued: 3/31/2023
Due Date: 4/30/2023
Payment Terms: Net 30
PO#:

Bill To:
WA - Spokane County SO
1100 W Mallon Ave
Spokane, Washington, 99260

Notes:
WA- Spokane County SO Flock OS + Falcon Exp

ITEMS	BEGIN DATE	END DATE	QTY	UNIT PRICE	SALES TAX	TOTAL
Professional Services - Custom Scope	3/30/2023	3/29/2025	1	2,000.00	$180.00	$2,180.00
Professional Services - Standard Implementation Fee	3/30/2023	3/29/2025	25	350.00	$787.50	$9,537.50
Falcon	3/30/2023	3/29/2024	25	2,500.00	$5,625.00	$68,125.00
FlockOS - Intermediate	3/30/2023	3/29/2024	1	35,000.00	$3,150.00	$38,150.00

This invoice does not necessarily reflect your contract dates.
Your contract begins once your installation has been completed.

Subtotal:	**$108,250.00**
Credit:	**$0.00**
Sales Tax:	**$9,742.50**
Total:	**$117,992.50**

Payment Remittance Information Pay by Check:
Questions about your service or installation? Contact support@flocksafety.com
Questions about your invoice? Contact billing@flocksafety.com
Online payment link:
https://invoice.stripe.com/i/acct_19rTiCEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9OZTVGTTNxZUNpOEthZENnbVBNT3hwdkxuSFE4S2Q5LDcxMDY3OTYy0200YOnBZL9a?s=ap

flock safety

INVOICE

Flock Group, Inc.
www.flocksafety.com

Invoice Number:	INV-13026
Date Issued:	3/31/2023
Due Date:	4/30/2023
Payment Terms:	Net 30
PO#:	

Click Online payment link below
to pay by credit card or ACH/Wire Transfer

Payable to:	Flock Safety
Memo:	INV-13026
Mail to:	PO Box 207576 Dallas, TX 75320-7576

If paying by check, please include a printed Copy of the invoice PDF with check payment. Payment should be sent via USPS.

Please note that any unpaid amounts are subject to a charge of 1.5% per month or as defined in your contract.

Questions about your service or installation? Contact support@flocksafety.com
Questions about your invoice? Contact billing@flocksafety.com
Online payment link:
https://invoice.stripe.com/i/acct_19rTiCEaLZZMOidT/live_YWNjdF8xOXJUaUNFYUxaWk1PaWRULF9OZTVGTTNxZUNpOEthZENnbVBNT3hwdkxuSFE4S2Q5LDcxMDY3OTYy0200YOnBZL9a?s=ap

American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed $150,000 must be submitted to Spokane County for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.317 - 200.327:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Termination for cause and for convenience by Spokane County or the Contractor including the manner by which it will be effected and the basis for settlement;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditure that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of $100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of $2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);

- For construction contracts in excess of $100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- For contracts in excess of $150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane County, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane County makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extend consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115¬232 (2018).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31

U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane County and/or U.S. Treasury

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Priniciples.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane County may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.